

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT is entered into 10 November, 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF MESA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Article I, Section 103, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to a SR 202L (Red Mountain Freeway) construction project contemplated by the State in the City, the City has requested the State to include widening in addition to the State's improvements to Country Club Drive at the intersection of SR 202L, at a cost currently estimated at \$23,010.00, all at City expense, hereinafter referred to as the Project, for anticipated future benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22029

Filed with the Secretary of State

Date Filed: 11/10/97

Betsy Gayles

Secretary of State

By: Wicky Greenwood

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate City review comments.

b. Call for bids, and with the concurrence of the City, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the City on any Project related contractor contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State on the State's project.

c. After bid opening, but prior to construction contract award, invoice the City for the cost of the Project, plus up to fourteen percent (14%) of the construction cost for construction engineering, in an amount currently estimated at \$23,010.00, as shown on Exhibit A, attached hereto and made a part hereof.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance inside the State right-of-way.

2. The City will:

a. Review the design documents and provide comments.

b. Review the work during construction and be responsible for any contractor claims for extra compensation on the City's Project.

c. Pay the State for the reasonable direct actual cost of the Project plus up to fourteen percent (14%) construction engineering, in an amount currently estimated at \$23,010.00, as shown on Exhibit A, attached hereto and made a part hereof, within thirty (30) days after receipt and approval of an invoice.

d. Upon completion and acceptance of the Project by the State, provide maintenance outside the State right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Mesa
City Manager
Box 1466
Mesa, AZ 85211-1466

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF MESA

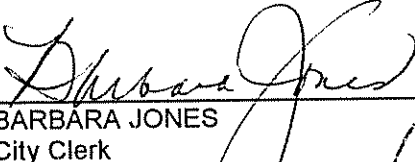
By 
CHARLES K. LUSTER
City Manager

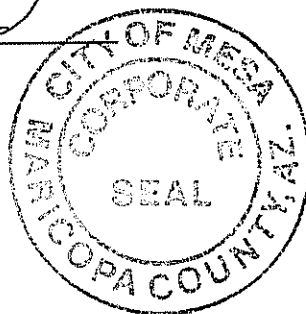
STATE OF ARIZONA

Department of Transportation

By 
VICTOR MENDEZ
Deputy State Engineer

ATTEST


By 
BARBARA JONES
City Clerk



RESOLUTION

BE IT RESOLVED on this 6th day of March 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Mesa for the purpose of defining responsibilities for the design, construction and maintenance incident to a SR 202L construction project contemplated by the State in the City. The City requested the State include widening in addition to the State's improvements to Country Club Drive at the intersection of SR 202L, at the expense of the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

DETAILED ESTIMATE

PROJECT NO. 202L MA 013 H3878 01C
SIP 600-8 (009)

SHEET 28 OF 29
DATE 10/4/96
95% Submittal

CITY OF MESA FUNDS 100%

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	CITY OF MESA FUNDS 100%				
2					
3	2050001 GRADING ROADWAY FOR PAVEMENT	SQ. YD.	854	\$ 1.00	\$ 854.00
4	3030022 AGGREGATE BASE, CLASS 2	CU. YD.	225	\$ 10.00	\$ 2,250.00
5	4010019 PORTLAND CEMENT CONCRETE PAVEMENT (10")	SQ. YD.	854	\$ 20.00	\$ 17,080.00
6					
7	SUBTOTAL				\$ 20,184.00
8					
9	CONSTRUCTION ENGINEERING (14%)				\$ 2,825.76
10					
11	CITY OF MESA FUNDS 100% TOTAL				\$ 23,009.76
12					
13					
14					
15					
16					
17					

APPROVAL OF THE CITY OF MESA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF MESA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 16th day of September, 1997.

Neal Beets

City Attorney

RESOLUTION NO. 7096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MESA.

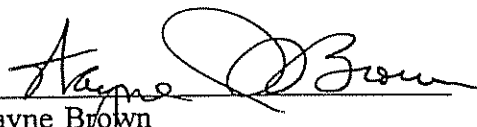
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

Section 1: That the agreement between the State of Arizona Department of Transportation and the City of Mesa for the widening of Country Club Drive (SR-87) at the Red Mountain Freeway (SR-202L), is hereby approved.

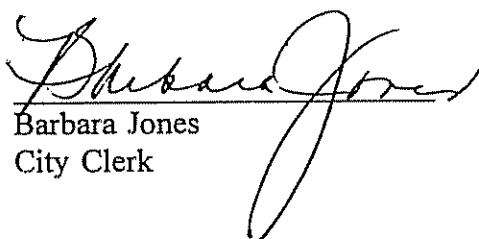
Section 2: That the City Manager is authorized and directed to execute the agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager thereon.

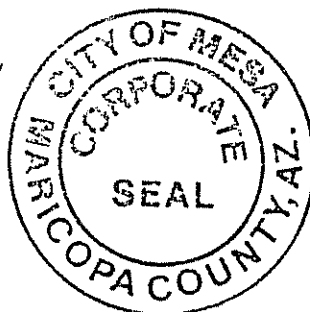
PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 15th day of September, 1997.

APPROVED:


Wayne Brown
Mayor

ATTEST:


Barbara Jones
City Clerk





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

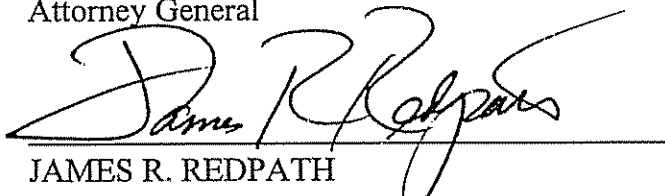
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0473TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE November 3, 1997.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/8613

Enc.